

Exhibit B

Amended Store Closing Procedures

Amended Store Closing Procedures¹

1. The GOB Sale shall be conducted so that the Closing Stores in which sales are to occur will remain open no longer than during the normal hours of operation or such hours as otherwise provided for in the respective leases for the Closing Stores.
2. The GOB Sale shall be conducted in accordance with applicable state and local “Blue Laws,” where applicable, so that no Store Closing Sale shall be conducted on Sunday unless the Debtors had been operating such Closing Store on a Sunday prior to the commencement of the GOB Sale.
3. On “shopping center” property, neither the Debtors nor GA Joann Retail Partnership, LLC (the “Agent”) shall distribute handbills, leaflets or other written materials to customers outside of any Closing Stores’ premises, unless permitted by the lease or, if distribution is customary in the “shopping center” in which such Closing Store is located; *provided* that the Debtors or Agent may solicit customers in the Closing Stores themselves. On “shopping center” property, neither the Debtors nor the Agent shall use any flashing lights or amplified sound to advertise the GOB Sale or solicit customers, except as permitted under the applicable lease or agreed to by the landlord.
4. The Agent shall have the right to use and sell the Assets. The Agent may advertise the sale of the Assets in a manner consistent with the Amended Store Closing Procedures. The purchasers of any of the Assets sold during the GOB Sale shall be permitted to remove the Assets either through the back or alternative shipping areas at any time, or through other areas after store

¹ Capitalized terms used but not defined in the Amended Store Closing Procedures have the meanings given to them in the *Motion of Debtors for Entry of an Order (I) Authorizing and Approving the Conduct of Store Closing Sales, With Such Sales to be Free and Clear of All Liens, Claims, and Encumbrances, and (II) Granting Related Relief* (the “Motion”).

business hours; provided, however, that the foregoing shall not apply to the sale of *de minimis* Assets, whereby the item(s) can be carried out of the store in a shopping bag.

5. At the conclusion of the Store Closing Sale, Agent shall vacate the Stores in broom clean condition; *provided that* the Agent may abandon any furniture, fixtures, and equipment (the “FF&E”) not sold in the GOB Sale at the Stores, the Distribution Centers, or Merchant’s corporate offices at the conclusion of the Sale or the Lease/Contract Designation Rights Period, as applicable, without cost or liability of any kind to Agent. For the avoidance of doubt, as of the end date of the GOB Sale, Agent may abandon, in place and without further responsibility or liability of any kind, any FF&E located at a Store or Distribution Center or Merchant’s corporate offices.

6. The Debtors and Agent may advertise the GOB Sale as “store closing,” “going out of business,” “sale on everything,” “everything must go,” “everything on sale,” or similar-themed sales. The Debtors and Agent may also have a “countdown to closing” sign prominently displayed in a manner consistent with these Store Closing Procedures.

7. Agent shall be entitled to include Additional Agent Merchandise in the Store Closing Sale in accordance with the terms of the Approval Order and the Agency Agreement.

8. The Debtors and Agent shall be permitted to utilize sign-walkers, display, hanging signs, and interior banners in connection with the GOB Sale; *provided that* such sign walkers, display, hanging signs, and interior banners shall be professionally produced and hung in a professional manner. The Debtors and Agent shall not use neon or day-glo on its sign walkers, display, hanging signs, or interior banners. Furthermore, with respect to enclosed mall locations, no exterior signs or signs in common areas of a mall shall be used unless otherwise expressly permitted in these Store Closing Procedures. In addition, the Debtors and Agent shall be permitted

to utilize exterior banners at (i) non-enclosed mall Closing Stores and (ii) enclosed mall Closing Stores to the extent the entrance to the applicable Closing Store does not require entry into the enclosed mall common area; *provided*, however, that such banners shall be located or hung so as to make clear that the GOB Sale are being conducted only at the affected Closing Store, and shall not be wider than the storefront of the Closing Store. In addition, the Debtors and Agent shall be permitted to utilize sign walkers in a safe and professional manner and in accordance with the terms of the Order. Nothing contained in these Store Closing Procedures shall be construed to create or impose upon the Debtors or Agent any additional restrictions not contained in the applicable lease agreement.

9. Conspicuous signs shall be posted in the cash register areas of each of the affected Closing Stores to effect that “all sales are final.”

10. Except with respect to the hanging of exterior banners, neither the Debtors nor the Agent shall make any alterations to the storefront or exterior walls of any Closing Stores, except as authorized by the applicable lease.

11. The Agent shall not make any alterations to interior or exterior Closing Store lighting, except as authorized by the applicable lease. No property of the landlord of a Closing Store shall be removed or sold during the GOB Sale. The hanging of exterior banners or in-Closing Store signage and banners shall not constitute an alteration to a Closing Store.

12. The Agent shall keep Closing Store premises and surrounding areas clear and orderly consistent with present practices.

13. The Agent and the landlord of any Store are authorized to enter into Side Letters without further order of the Court, provided that such agreements do not have a material adverse effect on the Debtors or their estates.

14. The Agent shall have the right to sell all FF&E owned by the Debtors (the “Owned FF&E”). The Agent may advertise the sale of the Owned FF&E in a manner consistent with these guidelines at the Closing Stores. The purchasers of any Owned FF&E sold during the sale shall be permitted to remove the Owned FF&E either through the back or alternative shipping areas at any time, or through other areas after applicable business hours.

15. At the conclusion of the GOB Sale at each Closing Store, pending assumption or rejection of applicable leases, the landlords of the Closing Stores shall have reasonable access to the Closing Stores’ premises as set forth in the applicable leases. The Debtors and their agents and representatives shall continue to have access to the Closing Stores. In the event the Debtors reject the lease associated with a Closing Store, the Debtors will use reasonable efforts to facilitate a smooth transfer of possession, including, if practicable, the return of any key codes and security materials. The Debtors will use reasonable efforts to provide landlords of any such leases to be rejected with notice prior to the Debtors’ surrender of possession, *provided* that nothing in these Amended Store Closing Procedures shall impact the terms of the Lease/Contract Procedures Order.

16. 16. As and when due, all real estate lease obligations accrued post-petition shall be paid by the Debtors as required by the Bankruptcy Code for the period until the rejection or assumption and assignment of each such lease. Agent has no direct responsibility to the landlords therefor, but is subject to any responsibility therefor to the Debtors provided in the Agency Agreement.

17. The rights of landlords against the Debtors for any damages to a Closing Store shall be reserved in accordance with the provisions of the applicable lease; *provided* that to the extent certain leases of Closing Stores require written confirmation of receipt of a key to effectuate surrender, this requirement is waived.

18. If and to the extent that the landlord of any Closing Store affected hereby contends that the Debtors or Agent are in breach of or default under these Store Closing Procedures, such landlord shall email or deliver written notice by overnight delivery on the Debtors and Agent as follows:

If to Merchant:

JOANN Inc.
5555 Darrow Road
Hudson, Ohio 44236
Attention: Legal Department

With copies (which shall not constitute notice) to:

Cole Schotz P.C.
500 Delaware Avenue, Suite 1410
Wilmington, Delaware 19801
(302) 652-3131
Attention: Patrick J. Reilley, Stacy L. Newman, Michael E. Fitzpatrick, and Jack M. Dougherty
Email: preilley@coleschotz.com
snewman@coleschotz.com
mfitzpatrick@coleschotz.com
jdougherty@coleschotz.com

- and -

Kirkland & Ellis LLP
601 Lexington Avenue
New York, New York 10022
Attention: Aparna Yenamandra, P.C.
Email:
aparna.yenamandra@kirkland.com

- and -

Kirkland & Ellis LLP
333 West Wolf Point Plaza
Chicago, Illinois 60654
Attention: Jeffrey Michalik, and Lindsey Blumenthal
Email: jeff.michalik@kirkland.com
lindsey.blumenthal@kirkland.com

If to Agent:

GA Joann Retail Partnership, LLC
c/o GA Group
30870 Russell Ranch Road, Suite 250
Westlake Village, CA 91362
Attention: Scott K. Carpenter and Tim Shilling
Email: scarpenter@brileyfin.com; tshilling@brileyfin.com; legal@brileyfin.com

With copies (which shall not constitute notice) to:

Lowenstein Sandler LLP
One Lowenstein Drive
Roseland, NJ 07068
Attention: Andrew Behlmann
Tel: (973) 597-2332
abehlmann@lowenstein.com